



AGENDA – Monday, May 16, 2016

7:00 p.m. City Council Meeting

Long Beach City Hall

115 Bolstad Avenue West

7:00 p.m. CALL TO ORDER; PLEDGE OF ALLEGIANCE; AND ROLL CALL

Call to order	Mayor Phillips, Council Member Linhart, Council Member Caldwell,
And roll call	Council Member Murry, Council Member Hanson and Council Member Kemmer.

PUBLIC COMMENT

At this time, the Mayor will call for any comments from the public on any subject whether or not it is on the agenda for any item(s) the public may wish to bring forward and discuss. Preference will be given to those who must travel. **Please limit your comments to three minutes. The City Council does not take any action or make any decisions during public comment.** To request Council action during the Business portion of a Council meeting, contact the City Administrator at least one week in advance of a meeting.

CONSENT AGENDA – TAB A

All matters, which are listed within the consent section of the agenda, have been distributed to each member of the Long Beach City Council for reading and study. Items listed are considered routine by the Council and will be enacted with one motion unless a Council Member specifically requests it to be removed from the Consent Agenda to be considered separately. Staff recommends approval of the following items:

- Minutes, April 25, 2016 Special City Council Meeting
- Minutes, May 2, 2016 City Council Meeting
- Payment Approval List for Warrant Registers 56251-56288 & 79727-79791 for \$216,745.48
- **AB 16-25 – Dune to Pond Contracting for Biological Assessment and Engineering**
- **AB 16-26 – Waste Water Memorandum of Understanding with City of Ilwaco**

BUSINESS

- **No other business**

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS – TAB B

- Long Beach Police Report for April 2016
- Long Beach Tourism & Events April 2016 Report
- Correspondence – Lori Beth Kulp

FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1st and 3rd Monday of each month at 7:00 PM and may be preceded by a workshop.
June 6, 2016, June 20, 2016, July 5, 2016, July 18, 2016

ADJOURNMENT

American with Disabilities Act Notice: The City Council Meeting room is accessible to persons with disabilities. If you need assistance, contact the City Clerk at (360) 642-4421 or advise City Administrator at the meeting.

TAB - A

LONG BEACH CITY COUNCIL MEETING

April 25, 2016

CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Phillips called the meeting to order at 6:00 p.m. and asked for the Pledge of Allegiance and roll call.

ROLL CALL

David Glasson, City Administrator, called roll with Mayor Phillips, C. Linhart, C. Hanson. C. Kemmer present. C. Caldwell and C. Murry was absent.

BUSINESS

AB 16-22 PACE Settlement Agreement

Doug Goelz, City Attorney, presented the Agenda Bill. **C. Linhart made the motion to designate that as the location for a future skate park; C. Hanson seconded the motion; 3 Ayes, 2 Absent, motion passed.**

ADJOURNMENT

The Mayor adjourned the meeting at 6:03 p.m.

Mayor

ATTEST:

City Clerk

LONG BEACH CITY COUNCIL MEETING

May 2, 2016

WORKSHOP

WS 16-10 DEPOT RENTAL REVIEW

CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Phillips called the meeting to order at 7:00 p.m. and asked for the Pledge of Allegiance and roll call.

ROLL CALL

David Glasson, City Administrator, called roll with Mayor Phillips, C. Murry, C. Caldwell, C. Linhart, C. Kemmer, and C. Hanson all present.

PUBLIC COMMENT

No public comment.

CONSENT AGENDA

Minutes, April 18, 2016 City Council Meeting.

Payment Approval List for Warrant Registers 56225- & 79652- for \$

AB 16-22- Sandsations Special Use Permit

David Glasson, City Administrator, presented the Agenda Bill. The city council had a workshop with the president of the Long Beach Merchants Assoc. and had general support for allowing vendors on the Friday and Saturday of the Sandsations event on Bolstad Ave.

C. Linhart made the motion to approve Special Use Permit 2016-03; N. Hanson seconded the motion. 5 Ayes, motion passed.

AB 16-23- Surplus Bid Results and Award

David Glasson, City Administrator, presented the Agenda Bill. The city received bids for advertised surplus equipment. All items except the Plat Compactor were bid on and exceeded the minimum bid price set by the council.

C. Linhart made the motion to approve the sales of surplus equipment to the highest bidders; N. Hanson seconded the motion. 5 Ayes, motion passed.

BUSINESS

AB 16-24 Fire Siren Parts

David Glasson, City Administrator, presented the Agenda Bill. The Fire Department siren has been out of operation for the last month. The portion that is outside in the weather has rusted beyond repair. The fire department didn't budget for this expense, however the Fire Chief is requesting the council only authorize replacing just the portion of the siren that is outside in the weather.

C. Linhart made the motion to approve the purchase of siren parts; N. Hanson seconded the motion. 5 Ayes, motion passed.

Mayoral Proclamation National Youth Week-

Mayor Phillips proclaimed the first full week of May, National Elks Youth Week, in honor of our young people, recognizing their many accomplishments and contributions to our communities.

Mayoral Proclamation EMS Week-

Mayor Phillips proclaimed the week of May 15-21, 2016 as Emergency Medical Services Week, with the theme, EMS STRONG: Called to Care.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- Lodging and Sales Tax Report for April 2016
- Business License- Kaapi Lee Corsi, 107 3rd SE STE B
- Business License- Chen's Restaurant, 400 Pacific North
- Business License- RJR Services LLC, Outside City Limits
- Business License- Eastside Janitorial, Outside City Limits
- Business License- Your Castle Fence Co, Outside City Limits
- Business License- Stowe Mechanical, Outside City Limits

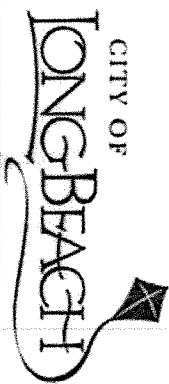
ADJOURNMENT

The Mayor adjourned the meeting at 7:15 p.m.

Mayor

ATTEST:

City Clerk



Warrant Register

Check Periods: 2016 - May - First

I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF LONG BEACH, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Council Member	Council Member	Council Member	Clerk/Treasurer
Number	Name	Print Date	Clearing Date Amount
56251	Bell, Helen S	5/5/2016	\$269.49
56252	Binion, Jacob	5/5/2016	\$1,661.10
56253	Bonney, Matthew T	5/5/2016	\$1,595.26
56254	Booi, Kristopher A	5/5/2016	\$1,360.78
56255	Caldwell, Tye J	5/5/2016	\$266.95
56256	Daulton, Alan T	5/5/2016	\$454.22
56257	Gilbertson, Bradley K	5/5/2016	\$1,505.53
56258	Goulter, John R.	5/5/2016	\$1,681.14
56259	Gray, Karen	5/5/2016	\$185.94
56260	Hanson, Natalie	5/5/2016	\$266.95
56261	Huff, Timothy M.	5/5/2016	\$1,499.24
56262	Janda, Nicholas J	5/5/2016	\$775.16
56263	Kaino, Kris	5/5/2016	\$1,015.75
56264	Kemmer, Holl L	5/5/2016	\$266.95
56265	Linhart, Steven P	5/5/2016	\$266.95
56266	Lueche, Paul J	5/5/2016	\$1,434.81
56267	Mortenson, Tim	5/5/2016	\$2,144.40
56268	Murry, Del R	5/5/2016	\$266.95
56269	Padgett, Timothy J	5/5/2016	\$1,426.79
56270	Phillips, Gerald S	5/5/2016	\$436.65
56271	Quittner, Jonathan H	5/5/2016	\$958.30
56272	Russum, Richard	5/5/2016	\$1,205.60
56273	Simmons, Angela B	5/5/2016	\$580.12
56274	Warner, Ralph D.	5/5/2016	\$1,996.27
56275	Williams, David L	5/5/2016	\$184.60
56276	Wood, Matthew T	5/5/2016	\$838.29
56277	Wright, Flint R	5/5/2016	\$2,477.95
56278	Zuern, Donald D.	5/5/2016	\$2,055.10
56279	AFLAC	5/5/2016	\$417.39

Execution Time: 38 second(s)

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Register

Page 1 of 3

Number	Name	Print Date	Amount
56280	Association of WA Cities	5/5/2016	\$25,682.83
56281	City of Long Beach - Fica	5/5/2016	\$11,358.16
56282	City of Long Beach - FWH	5/5/2016	\$8,335.15
56283	Council Gift Fund	5/5/2016	\$60.00
56284	Dept of Labor & Industries	5/5/2016	\$2,333.14
56285	Dept of Retirement Systems	5/5/2016	\$11,084.27
56286	Dept of Retirement Systems Def Comp	5/5/2016	\$1,450.00
56287	Massmutual Retirement Services	5/5/2016	\$750.00
56288	Teamsters Local #58	5/5/2016	\$195.00
79127	Association of WA Cities	4/29/2016	\$21.02
79128	Employment Security Dept	4/29/2016	\$829.56
79129	McCabe, Jeannette	5/2/2016	\$444.10
79130	Meling, Casey	5/3/2016	\$171.00
79131	Tangly Cottage Garden	5/5/2016	\$699.30
79132	Basket Case Greenhouse	5/5/2016	\$360.57
79133	Department of Licensing	5/6/2016	\$2,797.46
79134	Nawn, Rodney	5/6/2016	\$168.00
79135	Ellyson, Sue	5/10/2016	\$48.00
79136	Glasson, David	5/10/2016	\$310.64
79137	Liberty Mutual Insurance	5/10/2016	\$25.00
79138	Rip Tide Threads	5/10/2016	\$633.97
79139	Pacific County Auditor	5/10/2016	\$33.00
79140	Pacific County Auditor	5/11/2016	\$33.00
79141	Active Enterprises, Inc.	5/12/2016	\$75.60
79142	Airgas USA LLC	5/12/2016	\$31.74
79143	Archaeological Investigations Northwest, Inc.	5/12/2016	\$293.38
79144	Argus Pacific, Inc.	5/12/2016	\$1,380.00
79145	Association of WA Cities	5/12/2016	\$750.00
79146	ASTORIA SCREEN PRINTING	5/12/2016	\$1,000.00
79147	Backflow Management Inc	5/12/2016	\$1,502.50
79148	Bailey's Saw Shop	5/12/2016	\$109.14
79149	Basket Case Greenhouse	5/12/2016	\$1,521.76
79150	Bayside Audiology	5/12/2016	\$105.00
79151	Berkadia Commercial Mortgage	5/12/2016	\$4,723.00
79152	Chevron & Texaco Business Card Services	5/12/2016	\$1,500.00
79153	Chinook Observer	5/12/2016	\$308.85
79154	CHINOOK SALES & RENTALS	5/12/2016	\$516.24
79155	Cutting, Jeff	5/12/2016	\$59.00
79156	DAVIS WRIGHT TREMAINE LLP	5/12/2016	\$43,533.53
79157	Day Wireless Systems	5/12/2016	\$9,615.73
79158	Dennis Company	5/12/2016	\$1,179.57
79159	Ellyson, Sue	5/12/2016	\$35.63
79160	Englund Marine Supply	5/12/2016	\$257.87
79161	Evergreen Septic Inc	5/12/2016	\$1,416.00
79162	Hach Company	5/12/2016	\$358.05

79763	Name	Print Date	Clearing Date	Amount
79764	Hellard, Gloria	5/12/2016		\$60.00
79765	Industrial Hearing Service, Inc.	5/12/2016		\$585.00
79766	Interstate Battery	5/12/2016		\$108.93
79767	K & L Supply, Inc.	5/12/2016		\$2,054.52
79768	L.N. Curtis & Sons	5/12/2016		\$1,749.93
79769	Lor's Tours	5/12/2016		\$400.00
79770	Loyalty Days	5/12/2016		\$6,500.00
79771	Neofunds By Neopost	5/12/2016		\$400.00
79772	North Central Laboratories	5/12/2016		\$133.06
79773	Oman & Son Builders	5/12/2016		\$388.84
79774	Pacific Art & Office Supply	5/12/2016		\$54.09
79775	Parkson Corporation	5/12/2016		\$2,042.34
79776	Peninsula Saddle Club	5/12/2016		\$88.00
79777	Peninsula Sanitation	5/12/2016		\$1,910.87
79778	Peninsula Visitors Bureau	5/12/2016		\$15,450.00
79779	Penoyar, William	5/12/2016		\$1,000.00
79780	Radio Shack	5/12/2016		\$59.28
79781	Sid's Iga	5/12/2016		\$119.47
79782	Sirennet.com	5/12/2016		\$427.99
79783	Staples	5/12/2016		\$466.50
79784	Total Battery & Auto	5/12/2016		\$760.22
79785	Traffic Safety Supply Co.	5/12/2016		\$195.05
79786	Usa Blue Book	5/12/2016		\$1,795.40
79787	Visa	5/12/2016		\$4,984.26
79788	Wadsworth Electric	5/12/2016		\$925.84
79789	Waterhouse Environmental Services Corp.	5/12/2016		\$4,766.48
79790	Whitney Equipment Co. Inc	5/12/2016		\$379.02
79791	WILLAPA PAPER SERVICE	5/12/2016		\$350.00
	World Kite Museum	5/12/2016		\$1,000.00
	Total			\$216,745.48
	Grand Total			\$216,745.48



**CITY COUNCIL
AGENDA BILL**

AB 16-25

Meeting Date: May 16, 2016

AGENDA ITEM INFORMATION

SUBJECT: Dune to Pond Contracting for Biological Assessment and Engineering	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	GB
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Tourism and Events Coordinator	
COST: N/A	Water/Wastewater Supervisor	
	Other:	
SUMMARY STATEMENT: Staff has negotiated 2 contracts, 1 each for biological services and for engineering services for the Dune to Pond Trail. The consultants are ready to initiate work. The Mayor must execute agreements on behalf of the City.		
RECOMMENDED ACTION: Authorize the Mayor to execute the Agreements.		

AGREEMENT FOR PROFESSIONAL SERVICES

between

THE CITY OF LONG BEACH

and

ECOLOGICAL LAND SERVICES, INC.

The Agreement is made by and between the City of Long Beach, a code city of the State of Washington ("City"), and Ecological Land Services, Inc. ("Consultant"), jointly referred to as "Parties."

In consideration of the terms and conditions contained herein or attached, incorporated, and made a part hereof, the Parties agree as follows:

I. General Description of Scope of Work

The work under this Agreement shall consist of the services, scope of work, and projected level of effort described in Attachment A, which is by this reference made a part of this Agreement, and necessary to accomplish the completed work for this project.

The Consultant shall provide all services, labor, material, and related equipment necessary to conduct and complete the services as designated elsewhere in this Agreement.

II. Time for Beginning and Completion

This Agreement shall be in full force and effect upon execution and shall remain in effect until completion of all contractual requirements have been met as determined by the City.

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant shall begin work upon receipt of notice from City to do so. Consultant shall complete all work under this Agreement within 2 months of notice to proceed and receipt of project design drawings (project design minimum 30 percent complete) unless the time for performance is extended in writing by the Parties.

III. Termination of Agreement

A. The City reserves the right to terminate this Agreement at any time with or without cause upon ten (10) business days' written notice to the Consultant, unless a different time period for notice applies under the terms of this Agreement.

1. In the event of a termination for breach of this Agreement or default, the amount to be paid to the Consultant shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing services to the date of termination, the amount of services originally required that was satisfactorily completed to date of termination, whether that service is in a form or a type that is usable to the City at the time of termination, the cost to the City of

employing another firm to complete the services required and the time that may be required to do so, and other factors that affect the value to the City of the services performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount that would have been made using the formula set forth in paragraph A(4) of this section.

2. Payment for any part of the Services by the City shall not constitute a waiver by the City of any remedies of any type it may have against the Consultant for any breach of this Agreement by the Consultant, or for failure of the Consultant to perform services required of it by the City.
 3. If it is determined for any reason that the Consultant was not in breach or default or that the Consultant's failure to perform is without fault or negligence of the Consultant or its employees, the termination shall be deemed to be a termination for the convenience of the City. In such an event, the Consultant would be reimbursed in accordance with the termination for other than default clauses listed in paragraph A(4) of this section.
 4. In the event this Agreement is terminated by the City for reasons other than for breach or default on the part of the Consultant, a final payment shall be made to the Consultant for actual costs incurred at the time of termination of this Agreement. No payment shall be made for any services completed after ten (10) business days following receipt by the Consultant of the notice to terminate. If the accumulated payment made to the Consultant prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in this paragraph, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.
- B. The Consultant shall, within fifteen (15) business days, notify the City in writing, in the event of a change of any of the Consultant's supervisory and/or other key personnel assigned to the project, including the Principal-in-Charge, Project Manager, or Task Leader, or disaffiliation of any principally involved Consultant employee. The Consultant shall continue to be obligated to complete the services under the terms of this Agreement unless the City chooses to terminate this Agreement for convenience or chooses to renegotiate any term(s). If termination for convenience occurs, final payment will be made to the Consultant as set forth in Section III. A of this Agreement.
- C. The Consultant may terminate this Agreement for default after providing the City with at least ten (10) business days' prior written notice and an opportunity to cure the default.

IV. Changes, Modifications, and Extra Work

- A. *Changes.* The Consultant shall make such changes and revisions in the completed work of this Agreement, including services and documents, as necessary to correct errors appearing therein, without additional compensation thereof except to the extent the error is attributable only to deficiencies in City-furnished information.
- B. *Modifications.* The City may at any time, by written order, make revisions or adjustments within the general scope of this Agreement in the services to be performed. The Consultant will accept modifications when ordered in writing by the City. And compensation for these modifications will be paid for as herein provided or as otherwise mutually agreed by the Parties in writing:
1. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the services under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of this Agreement, the City shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this Agreement accordingly.
 2. The Consultant must submit any "request for equitable adjustment," hereafter referred to as "Claim," under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the City decides that the facts justify it, the City may receive and act upon a Claim submitted before final payment of this Agreement.
 3. The compensation for the modifications or extra work, whether a decrease or increase, shall be on the same terms and conditions as stated previously in this Agreement, or pursuant to terms and conditions mutually agreed to by the Parties.
 4. Failure to agree to any adjustment shall be a dispute under this Agreement. However, nothing in this clause shall excuse the Consultant from proceeding with the Agreement as changed.
 5. Notwithstanding the terms and conditions of paragraphs (B)(1) and (B)(2) above, the maximum amount payable for this Agreement shall not be increased or considered to be increased except by specific written supplement to this Agreement.
- C. *Extra Work.* Should the City find it desirable for its own purposes to have previously satisfactorily completed services or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work will be considered extra work and will be paid for as provided in paragraph (B) of this section.

V. Payment Provisions

The Consultant shall be paid by the City as provided herein for completed services rendered under this Agreement. Such payment shall be full compensation for services performed or rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the services required by this Agreement. The Consultant shall not perform any extra, further, or additional services for which it will request additional compensation from the City without prior written agreement for such services and payment thereof.

- A. *Manner of Compensation.* City shall pay Consultant for the services as indicated below (check one):

_____ Fixed fee, including all services, costs, and taxes, in the amount of \$ _____; or

X _____ Time and materials based on the rates described in Attachment B, not to exceed \$6,000.

The maximum total amount payable by the City to the Consultant under this Agreement shall not exceed the amount stated in this Agreement. The maximum amount does not include payment for modifications or extra work. No minimum amount payable is guaranteed under this Agreement.

- B. *Escalation.* When the manner of compensation includes a billing rate, the Consultant shall bill at the rates stated in Attachment C, unless those rates are updated according to this subsection. At the beginning of the calendar year, and no later than January 15 of that year, the Consultant may submit an updated rate sheet to the City. The updated rates may be escalated a maximum of four percent (4%) over the previous year's rate. Such escalation shall change neither the total agreed-upon compensation for any specific task, if any task-specific amounts are listed in Attachment C, nor the maximum amount authorized for the entire project, as stated in Section V(A) and Attachment C.
- C. *Monthly Invoice.* The Consultant shall submit a detailed monthly invoice for all services and costs. Such billings shall be in a format approved by the City, which format shall include, at a minimum, the total authorized contract amount, all charges and costs to date, and the current billing amount. Such invoices shall be accompanied by the relevant monthly progress report.

D. *Monthly Progress Payment.* Where the manner of compensation requires monthly progress payments, the Consultant may request reimbursement of actual costs or payment of a calculated fee on a monthly basis during the progress of the work. Such requests shall be made in the monthly invoice. The City shall pay such invoices within thirty (30) calendar days of receipt, except as to any disputed amounts.

E. *Final Payment:* Final Payment of any balance due the Consultant will be made promptly upon its verification by the City after the completion of the work under this Agreement, contingent, if applicable, upon receipt of all plans, specifications, estimates, maps, notes, reports, electronic data, and other related documents that are required to be furnished under this Agreement. Acceptance of such Final Payment by the Consultant shall constitute a release of all claims for payment that the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance of Final Payment. Said Final Payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The payment of any invoice will not constitute agreement as to the appropriateness of any item. At the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant will refund such overpayment to the City within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment. The Consultant shall have twenty (20) business days after receipt of the final post audit to begin the appeal process to the City for audit findings.

VI. Progress Reports

The Consultant shall submit a monthly progress report that describes in written and graphical form the various phases and the order of performance of the services in sufficient detail so that the progress of the services can easily be evaluated. At a minimum, each monthly progress report shall provide a summary of (1) work accomplished, listed by task; (2) work expected to be accomplished in the next billing cycle; and (3) any impediments to work that could affect either the budget or the schedule. Such progress reports shall be in a format approved by the City and shall accompany the relevant monthly invoice.

VII. Coordination and Meetings

All aspects of coordination of the work of this Agreement with outside agencies, groups, or individuals shall receive advance approval by the City. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the City.

The Consultant shall attend coordination, progress, and presentation meetings with the City and/or such city, county, state, federal, or community officials, groups, or individuals as may be requested by the City. The City will provide the Consultant a minimum of two (2) business days' notice prior to meetings requiring Consultant participation.

VIII. Legal Relationship

The Consultant's relation to the City shall be at all times as an independent contractor. The Consultant is not an employee or agent of the City. The right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Consultant.

Any and all employees of the Consultant or other persons while engaged in the performance of any work or services required of the Consultant under this Agreement shall be considered employees of the Consultant only and not of the City. Any and all claims that may arise under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warrant, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Unless otherwise specified in this Agreement, the City shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable supplemental Agreement, the Consultant shall provide assistance to the City during contract administration. By providing such assistance, the Consultant shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

IX. Sub-Contracting

Consultant shall not subcontract or assign any portion of the services covered by this Agreement without prior written approval of the City.

X. Indemnification/Hold Harmless

Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, penalties, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

XI. Insurance

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

H. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of the Consultant's receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the default, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

J. Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

XII. Endorsement of Plans

If applicable, the Consultant shall place his/her/their endorsement on all plans, estimates, or any other engineering data furnished by the Consultant.

XIII. Federal Review

If the services performed under this agreement are paid, in whole or in part, with federal funding, the applicable federal agency or agencies shall have the right to participate in the review or examination of the services in progress.

XIV. Documents and Record Keeping

- A. *Information Furnished to Consultant.* All reports, plans, specifications, estimates, and other data furnished to the Consultant by the City shall be returned to the City upon request or at the completion of the contract.
- B. *Ownership.* All records, files, designs, drawings, specifications, data, information, materials, reports, memoranda, documents, and other work products, including all electronic stored information ("ESI"), produced or prepared by the Consultant and necessary for delivery of the services rendered under this Agreement ("Documents") shall be the property of the City. Upon request, the Consultant shall provide Documents to the City in hard copy and in a digital format that is compatible with the City's computer software programs. Reuse by the City or by others acting through or on behalf of the City of any Documents for purposes other than those intended in this Agreement without written permission of Consultant shall be without liability or legal exposure to the Consultant.
- C. *Records Maintenance.* During the progress of the work and services provided hereunder and for a period of not less than six (6) years from the date of final payment to the Consultant, the Consultant shall keep, retain, and maintain all Records, defined below, pertaining to the work and services provided pursuant to this Agreement. Copies of all Records pertaining to the work and services provided hereunder shall be made available for review at the Consultant's place of business during normal working hours. If any litigation, claim, or audit is commenced, the Consultant shall cooperate with City and assist in the production of any Records. Records shall be retained until all litigation, claims, or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

1. For purposes of subsection, "Records" means every writing or record of every type and description, including ESI, that is in the possession, control, or custody of the Consultant, including, without limitation, any and all correspondences, contracts, agreement, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbblings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the Consultant, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.
 2. "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the Consultant may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that Consultant uses in the performance of its work or services hereunder, including any personal devices used by the Consultant or any sub-consultant at home.
- D. *Cost Records*: The Consultant shall keep available for inspection by representatives of the City and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this Agreement and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this Agreement is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this Agreement.

XV. Applicable Laws and Standards

The Consultant and the City shall comply with all federal, state, and local laws, codes, regulations, rules, and policies applicable to the work to be performed under this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington.

The Consultant warrants that its designs, construction documents, and services shall conform to all applicable federal, state, and local laws and regulations. Consultant shall be responsible for

the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein.

The Consultant shall exercise the degree of skill and diligence normally employed by professional consultants engaged in the same profession and performing the same or similar services at the time such services are performed.

XVI. Nondiscrimination

During the performance of this Agreement, the Consultant, for itself, its assignees, sub-consultants, subcontractors, and successors in interest, agrees to comply with all federal, state, and local laws and regulations prohibiting discrimination against any individual on account of any protected characteristic, including age, gender, disability, sexual orientation, national origin, race, creed, or color.

XVII. Waiver

Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of a provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any party thereof. Forbearance of any rights under the Agreement will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the Parties.

XVIII. Disputes and Litigation

In the event a dispute arises out of or in relation to this Agreement, the Parties shall attempt in good faith to resolve the dispute promptly by negotiation, with or without the assistance of a professional mediator. Any party may give the other party written notice of any dispute not resolved in the normal course of business. The Parties must engage in such negotiation prior to the initiation of any legal action or proceeding. The Parties agree to share equally in the costs of the negotiation. All negotiations pursuant to this clause are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence.

In the event that either party deems it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, this action shall be initiated in the Superior Court of the State of Washington in Pacific County. The Parties hereto agree that all questions shall be resolved by application of Washington law and that the Parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington in Pacific County.

The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its attorney fees and costs of such litigation (including expert witness fees).

XIX. Notice

Any and all notices or requests required under this Agreement shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to City:

Gayle Borchard
City of Long Beach
Address:
P.O. Box 310
Long Beach, WA 98631
Phone: (360) 642-4421
Fax: (360) 642-8841
Email: planner@longbeachwa.gov

If to Consultant:

Francis Naglich/Karey Bock
Ecological Land Services, Inc.
Address:
1157 3rd Avenue, Suite 220A
Longview, WA 98632
Phone: (360) 578-1371
Fax: Number (360) 414-9305
Email: francis@eco-land.com
karey@eco-land.com

XX. Certification of the Consultant

A. By executing this agreement, the Consultant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state and local) terminated for cause or default.

XXI. Ratification and Acceptance

The City has relied upon the qualifications of the Consultant in entering into this Agreement. The Consultant represents that it possesses the ability, skill, and resources necessary to perform the work and is familiar with all applicable current laws, rules, and regulations that reasonably relate to the services provided under this Agreement.

The Consultant does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the Consultant, and does hereby accept this Agreement and agrees to all of the terms and conditions thereof.

XXII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the Parties, and they constitute the entire and complete agreement between the Parties. This Agreement supersedes any prior oral or written agreements. No agent or representative of either party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the Parties as a supplement to this Agreement.

XXIII. Severability

If any section, sentence, clause, or phrase of this Agreement is held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

In witness whereof, the Parties hereto have executed this Agreement as of May ____, 2016.

CITY OF LONG BEACH

By: _____

Typed Name: Jerry Phillips

Its: Mayor

Date: _____

ECOLOGICAL LAND SERVICES, INC.

By: _____

Typed Name: Francis Naglich

Its: President



ATTACHMENT A

**SCOPE OF WORK/ESTIMATE OF COST
FOR PROFESSIONAL SERVICES PROVIDED BY
ECOLOGICAL LAND SERVICES, INC. (ELS)
1157 3rd Ave., Suite 220A Longview, WA 98632
Office: (360) 578-1371 Fax: (360) 414-9305**

April 18, 2016

SERVICES REQUESTED BY:

Gayle Borchard
Director of Community Development
City of Long Beach
115 Bolstad West/P.O. Box 310
Long Beach, WA 98631

Phone: 360-642-4421
Fax: 360-642-8841
E-mail: planner@longbeachwa.gov

Brief Project Description:

Biological Assessment for the Dune to Pond Trail Project, a 4,000 linear foot urban trail in the City of Long Beach, Washington.

Dune to Pond Trail Project— this is the project name we have selected, if for any reason you would like to choose a different project name, please indicate here: _____

SCOPE OF WORK AND ESTIMATED COST INCLUDES THE FOLLOWING:

Biological Assessment (BA)

Includes the following tasks:

- Request species data from federal and state agencies
- Prepare and submit a Biological Assessment, including biological information required by the NEPA Categorical Exclusion Documentation Form addressing potential impacts to endangered species per the protocols and regulations required by the Washington State Department of Transportation and Federal Highways Administration.
- Prepare site figures to support the Biological Assessment based upon 30% complete design engineering drawings provided to ELS

Estimate: \$6,000



ATTACHMENT B

TIME AND MATERIALS RATES
FOR PROFESSIONAL SERVICES PROVIDED BY
ECOLOGICAL LAND SERVICES, INC. (ELS)
1157 3rd Ave., Suite 220A Longview, WA 98632
Office: (360) 578-1371 Fax: (360) 414-9305

STANDARD BILLING RATES:

The scope of work presented in Exhibit A is based on the following standard billing rate of ELS:

\$ 185.00/hr.	President	\$ 47.00/hr.	Entry Level Biologist
\$ 160.00/hr.	Principal	\$ 87.00/hr.	Graphics Services
\$ 125.00/hr.	Professional	\$ 82.00/hr.	Graphics Technician II
\$ 110.00/hr.	Biologist/Environmental Scientist IV	\$ 67.00/hr.	Graphics Technician I
\$ 87.00/hr.	Biologist/Environmental Scientist III	\$ 75.00/hr.	Business Manager
\$ 77.00/hr.	Biologist/Environmental Scientist II	\$ 70.00/hr.	Marketing Specialist
\$ 67.00/hr.	Biologist/Environmental Scientist I	\$ 55.00/hr.	Administrative Staff
\$ 0.54/mile	Government mileage billing rate (travel to and from project site will be billed to client)		
Double the hourly rate Expert Witness Testimony/Litigation Support			

AGREEMENT FOR PROFESSIONAL SERVICES

between

THE CITY OF LONG BEACH

and

Otak, Inc.

The Agreement is made by and between the City of Long Beach, a code city of the State of Washington ("City"), and Otak, Inc. ("Consultant"), jointly referred to as "Parties."

In consideration of the terms and conditions contained herein or attached, incorporated, and made a part hereof, the Parties agree as follows:

I. General Description of Scope of Work

The work under this Agreement shall consist of the services, scope of work, and projected level of effort described in Attachment A, which is by this reference made a part of this Agreement, and necessary to accomplish the completed work for this project.

The Consultant shall provide all services, labor, material, and related equipment necessary to conduct and complete the services as designated elsewhere in this Agreement.

II. Time for Beginning and Completion

This Agreement shall be in full force and effect upon execution and shall remain in effect until completion of all contractual requirements have been met as determined by the City.

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant shall begin work upon receipt of notice from City to do so. Consultant shall complete all work under this Agreement in accordance with the schedule in Attachment A, unless the time for performance is extended in writing by the Parties.

III. Termination of Agreement

A. The City reserves the right to terminate this Agreement at any time with or without cause upon ten (10) business days' written notice to the Consultant, unless a different time period for notice applies under the terms of this Agreement.

1. In the event of a termination for breach of this Agreement or default, the amount to be paid to the Consultant shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing services to the date of termination, the amount of services originally required that was satisfactorily completed to date of termination, whether that service is in a form or a type that is usable to the City at the time of termination, the cost to the City of employing another firm to complete the services required and the time that may

be required to do so, and other factors that affect the value to the City of the services performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount that would have been made using the formula set forth in paragraph A(4) of this section.

2. Payment for any part of the Services by the City shall not constitute a waiver by the City of any remedies of any type it may have against the Consultant for any breach of this Agreement by the Consultant, or for failure of the Consultant to perform services required of it by the City.
 3. If it is determined for any reason that the Consultant was not in breach or default or that the Consultant's failure to perform is without fault or negligence of the Consultant or its employees, the termination shall be deemed to be a termination for the convenience of the City. In such an event, the Consultant would be reimbursed in accordance with the termination for other than default clauses listed in paragraph A(4) of this section.
 4. In the event this Agreement is terminated by the City for reasons other than for breach or default on the part of the Consultant, a final payment shall be made to the Consultant for actual costs incurred at the time of termination of this Agreement. No payment shall be made for any services completed after ten (10) business days following receipt by the Consultant of the notice to terminate. If the accumulated payment made to the Consultant prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in this paragraph, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.
- B. The Consultant shall, within fifteen (15) business days, notify the City in writing, in the event of a change of any of the Consultant's supervisory and/or other key personnel assigned to the project, including the Principal-in-Charge, Project Manager, or Task Leader, or disaffiliation of any principally involved Consultant employee. The Consultant shall continue to be obligated to complete the services under the terms of this Agreement unless the City chooses to terminate this Agreement for convenience or chooses to renegotiate any term(s). If termination for convenience occurs, final payment will be made to the Consultant as set forth in Section III. A of this Agreement.
- C. The Consultant may terminate this Agreement for default after providing the City with at least ten (10) business days' prior written notice and an opportunity to cure the default.

IV. Changes, Modifications, and Extra Work

- A. *Changes.* The Consultant shall make such changes and revisions in the completed work of this Agreement, including services and documents, as necessary to correct errors

appearing therein, without additional compensation thereof except to the extent the error is attributable only to deficiencies in City-furnished information.

B. *Modifications.* The City may at any time, by written order, make revisions or adjustments within the general scope of this Agreement in the services to be performed. The Consultant will accept modifications when ordered in writing by the City. And compensation for these modifications will be paid for as herein provided or as otherwise mutually agreed by the Parties in writing:

1. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the services under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of this Agreement, the City shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this Agreement accordingly.
2. The Consultant must submit any "request for equitable adjustment," hereafter referred to as "Claim," under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the City decides that the facts justify it, the City may receive and act upon a Claim submitted before final payment of this Agreement.
3. The compensation for the modifications or extra work, whether a decrease or increase, shall be on the same terms and conditions as stated previously in this Agreement, or pursuant to terms and conditions mutually agreed to by the Parties.
4. Failure to agree to any adjustment shall be a dispute under this Agreement. However, nothing in this clause shall excuse the Consultant from proceeding with the Agreement as changed.
5. Notwithstanding the terms and conditions of paragraphs (B)(1) and (B)(2) above, the maximum amount payable for this Agreement shall not be increased or considered to be increased except by specific written supplement to this Agreement.

C. *Extra Work.* Should the City find it desirable for its own purposes to have previously satisfactorily completed services or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work will be considered extra work and will be paid for as provided in paragraph (B) of this section.

V. Payment Provisions

The Consultant shall be paid by the City as provided herein for completed services rendered under this Agreement. Such payment shall be full compensation for services performed or

rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the services required by this Agreement. The Consultant shall not perform any extra, further, or additional services for which it will request additional compensation from the City without prior written agreement for such services and payment thereof.

- A. *Manner of Compensation.* City shall pay Consultant for the services as indicated below (check one):

_____ Fixed fee, including all services, costs, and taxes, in the amount of \$ _____; or

X Time and materials based on the Fee section described in Attachment A, not to exceed \$ 33,051 without prior authorization;
or

_____ Other, an amount not to exceed \$ _____,
as described in Attachment C.

The maximum total amount payable by the City to the Consultant under this Agreement shall not exceed the amount stated in this Agreement. The maximum amount does not include payment for modifications or extra work. No minimum amount payable is guaranteed under this Agreement.

- B. *Escalation.* When the manner of compensation includes a billing rate, the Consultant shall bill at the rates stated in Attachment C, unless those rates are updated according to this subsection. At the beginning of the calendar year, and no later than January 15 of that year, the Consultant may submit an updated rate sheet to the City. The updated rates may be escalated a maximum of four percent (4%) over the previous year's rate. Such escalation shall change neither the total agreed-upon compensation for any specific task, if any task-specific amounts are listed in Attachment C, nor the maximum amount authorized for the entire project, as stated in Section V(A) and Attachment C.
- C. *Monthly Invoice.* The Consultant shall submit a detailed monthly invoice for all services and costs. Such billings shall be in a format approved by the City, which format shall include, at a minimum, the total authorized contract amount, all charges and costs to date, and the current billing amount. Such invoices shall be accompanied by the relevant monthly progress report.
- D. *Monthly Progress Payment.* Where the manner of compensation requires monthly progress payments, the Consultant may request reimbursement of actual costs or payment of a calculated fee on a monthly basis during the progress of the work. Such requests shall be made in the monthly invoice. The City shall pay such invoices within thirty (30) calendar days of receipt, except as to any disputed amounts.

E. *Final Payment*: Final Payment of any balance due the Consultant will be made promptly upon its verification by the City after the completion of the work under this Agreement, contingent, if applicable, upon receipt of all plans, specifications, estimates, maps, notes, reports, electronic data, and other related documents that are required to be furnished under this Agreement. Acceptance of such Final Payment by the Consultant shall constitute a release of all claims for payment that the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance of Final Payment. Said Final Payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The payment of any invoice will not constitute agreement as to the appropriateness of any item. At the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant will refund such overpayment to the City within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment. The Consultant shall have twenty (20) business days after receipt of the final post audit to begin the appeal process to the City for audit findings.

VI. Progress Reports

The Consultant shall submit a monthly progress report that describes in written and graphical form the various phases and the order of performance of the services in sufficient detail so that the progress of the services can easily be evaluated. At a minimum, each monthly progress report shall provide a summary of (1) work accomplished, listed by task; (2) work expected to be accomplished in the next billing cycle; and (3) any impediments to work that could affect either the budget or the schedule. Such progress reports shall be in a format approved by the City and shall accompany the relevant monthly invoice.

VII. Coordination and Meetings

All aspects of coordination of the work of this Agreement with outside agencies, groups, or individuals shall receive advance approval by the City. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the City.

The Consultant shall attend coordination, progress, and presentation meetings with the City and/or such city, county, state, federal, or community officials, groups, or individuals as may be requested by the City. The City will provide the Consultant a minimum of two (2) business days' notice prior to meetings requiring Consultant participation.

VIII. Legal Relationship

The Consultant's relation to the City shall be at all times as an independent contractor. The Consultant is not an employee or agent of the City. The right to control the particular manner,

method, and means in which the services are performed is solely within the discretion of the Consultant.

Any and all employees of the Consultant or other persons while engaged in the performance of any work or services required of the Consultant under this Agreement shall be considered employees of the Consultant only and not of the City. Any and all claims that may arise under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warrant, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Unless otherwise specified in this Agreement, the City shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable supplemental Agreement, the Consultant shall provide assistance to the City during contract administration. By providing such assistance, the Consultant shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

IX. Sub-Contracting

Consultant shall not subcontract or assign any portion of the services covered by this Agreement without prior written approval of the City.

X. Indemnification/Hold Harmless

Consultant shall defend, indemnify, and hold the City, its officers, officials, and employees harmless from any and all claims, injuries, damages, losses, penalties, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, and employees, the Consultant's liability, including the duty and

cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

XI. Insurance

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
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E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

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The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of the Consultant's receipt of such notice.

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Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the default, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

J. Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of

insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

XII. Endorsement of Plans

If applicable, the Consultant shall place his/her/their endorsement on all plans, estimates, or any other engineering data furnished by the Consultant.

XIII. Federal Review

If the services performed under this agreement are paid, in whole or in part, with federal funding, the applicable federal agency or agencies shall have the right to participate in the review or examination of the services in progress.

XIV. Documents and Record Keeping

- A. *Information Furnished to Consultant.* All reports, plans, specifications, estimates, and other data furnished to the Consultant by the City shall be returned to the City upon request or at the completion of the contract.
- B. *Ownership.* All records, files, designs, drawings, specifications, data, information, materials, reports, memoranda, documents, and other work products, including all electronic stored information ("ESI"), produced or prepared by the Consultant and necessary for delivery of the services rendered under this Agreement ("Documents") shall be the property of the City. Upon request, the Consultant shall provide Documents to the City in hard copy and in a digital format that is compatible with the City's computer software programs. Reuse by the City or by others acting through or on behalf of the City of any Documents for purposes other than those intended in this Agreement without written permission of Consultant shall be without liability or legal exposure to the Consultant.
- C. *Records Maintenance.* During the progress of the work and services provided hereunder and for a period of not less than six (6) years from the date of final payment to the Consultant, the Consultant shall keep, retain, and maintain all Records, defined below, pertaining to the work and services provided pursuant to this Agreement. Copies of all Records pertaining to the work and services provided hereunder shall be made available for review at the Consultant's place of business during normal working hours. If any litigation, claim, or audit is commenced, the Consultant shall cooperate with City and assist in the production of any Records. Records shall be retained until all litigation, claims, or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.
 - 1. For purposes of subsection, "Records" means every writing or record of every type and description, including ESI, that is in the possession, control, or custody of the Consultant, including, without limitation, any and all correspondences, contracts, agreement, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records,

telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the Consultant, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

2. "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the Consultant may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that Consultant uses in the performance of its work or services hereunder, including any personal devices used by the Consultant or any sub-consultant at home.

- D. *Cost Records*: The Consultant shall keep available for inspection by representatives of the City and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this Agreement and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this Agreement is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this Agreement.

XV. Applicable Laws and Standards

The Consultant and the City shall comply with all federal, state, and local laws, codes, regulations, rules, and policies applicable to the work to be performed under this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington.

The Consultant warrants that its designs, construction documents, and services shall conform to all applicable federal, state, and local laws and regulations. Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein.

The Consultant shall exercise the degree of skill and diligence normally employed by professional consultants engaged in the same profession and performing the same or similar services at the time such services are performed.

XVI. Nondiscrimination

During the performance of this Agreement, the Consultant, for itself, its assignees, sub-consultants, subcontractors, and successors in interest, agrees to comply with all federal, state, and local laws and regulations prohibiting discrimination against any individual on account of any protected characteristic, including age, gender, disability, sexual orientation, national origin, race, creed, or color.

XVII. Waiver

Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Part of an provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any party thereof. Forbearance of any rights under the Agreement will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the Parties.

XVIII. Disputes and Litigation

In the event a dispute arises out of or in relation to this Agreement, the Parties shall attempt in good faith to resolve the dispute promptly by negotiation, with or without the assistant of a professional mediator. Any party may give the other party written notice of any dispute not resolved in the normal course of business. The Parties must engage in such negotiation prior to the initiation of any legal action or proceeding. The Parties agree to share equally in the costs of the negotiation. All negotiations pursuant to this clause are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence.

In the event that either party deems it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, this action shall be initiated in the Superior Court of the State of Washington in Pacific County. The Parties hereto agree that all questions shall be resolved by application of Washington law and that the Parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington in Pacific County.

The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its attorney fees and costs of such litigation (including expert witness fees).

XIX. Notice

Any and all notices or requests required under this Agreement shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to City:

Gayle Borchard
City of Long Beach
Address:
P.O. Box 310
Long Beach, WA 98631
Phone: (360) 642-4421
Fax: (360) 642-8841
Email: planner@longbeachwa.gov

If to Consultant:

Adam Dailey
Otak, Inc.
Address:
4253-A HWY 101 N
Seaside, Or. 97138
Phone: 503-738-3425
Fax: 503-738-7455
Email: adam.dailey@otak.com

XX. Certification of the Consultant

A. By executing this agreement, the Consultant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state and local) terminated for cause or default.

XXI. Ratification and Acceptance

The City has relied upon the qualifications of the Consultant in entering into this Agreement. The Consultant represents that it possesses the ability, skill, and resources necessary to perform the work and is familiar with all applicable current laws, rules, and regulations that reasonably relate to the services provided under this Agreement.

The Consultant does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the Consultant, and does hereby accept this Agreement and agrees to all of the terms and conditions thereof.

XXII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the Parties, and they constitute the entire and complete agreement between the Parties. This Agreement supersedes any prior oral or written agreements. No agent or representative of either party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the Parties as a supplement to this Agreement.

XXIII. Severability

If any section, sentence, clause, or phrase of this Agreement is held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

In witness whereof, the Parties hereto have executed this Agreement as of April 20, 2016.

CITY OF LONG BEACH

By: _____

Typed Name: Terry Phillips

Its: Mayor

Date: _____

Otak, Inc.

By: _____

Typed Name: Shawn Goodpaster

Its: Senior Contracts Manager

April 20, 2016

[ATTACHMENT A]



4253-A Highway 101 N • seaside, oregon 97138
503.738-3425 • fax 503.738-7455
www.otak.com

May 10, 2016

City of Long Beach
Gayle Borchard, Director of Community Development
115 Bolstad Avenue West
PO Box 310
Long Beach, WA 98631

***Re: Professional Civil Engineering and Surveying Services for the Dune to Pond Trail
Project in Long Beach, Washington (S16, T10N, R11W) – Otak No. #67923***

Dear Ms. Borchard:

Otak is providing this proposal as Attachment A to the City of Long Beach for professional Engineering and Surveying services for the City's Dune to Pond Trail Project. Services will include trail design, survey, and additional services. This proposal is based on our submitted Statement of Qualifications, schematic planning and design documents provided to us, and my conversations with you on March 2, 2016 and April 5, 2016.

Project Understanding/Description

The City of Long Beach will be constructing a 4 to 5 foot wide multi-use trail connecting the Culbertson Park Ponds to the Discovery Trail near the Boardwalk just southwest of the Bolstad Parking area. The trail improvements are intended to connect two existing features near downtown Long Beach and increase pedestrian use and connectivity through this corridor. The City has previously hired others to perform wetland research, geotechnical studies, and structural pier design which are to be incorporated in the design and permitting for the trail project. Otak has been selected to survey the trail alignment, design the trail and access improvements, and coordinate National Environmental Policy Act (NEPA) compliance through the Washington State Department of Transportation (WSDOT).

Scope of Work

The following scope of work details the anticipated tasks to complete this project:

I. Right of Way Research and Topographic Surveying

Otak proposes that project horizontal control be based on the 1970 Hill & Jay survey for the Town of Long Beach and project vertical control be NAVD 88. We will call for utility locates within the street right-of-way, in and along the ballfield, and in the dunes. We will locate extents of the roadways, sidewalks, utilities, structures and other physical features within the project area. We will coordinate with ELS to get the electronic GPS files of the wetland location information and convert the information into our drawings. This survey will assist in designing the proposed trail and access improvements in accordance with the most accurate topographic and right-of-way information available. Additionally, this survey will be used to determine if and where easements may be necessary to construct the trail. By completing this work, design staff can prepare quantity estimates for use in calculating the cost estimate for construction.

II. Project Management and Coordination

Otak staff will report to the Otak Project Manager, Adam Dailey. Adam will communicate with the designated City of Long Beach representative and other agency representatives. We will coordinate with WSDOT to determine design, NEPA, and construction requirements necessary for the funding agency's approval. We will review traffic control plans submitted by the contractor for compliance with regulations.

III. Engineering Design, Plan, Specifications, Construction Contract Preparation, Bidding, and Award

Following the completion of the topographic survey, Otak will prepare engineering plans and specifications for the proposed trail and access improvements. In general these documents will consist of the following information.

- Trail Plan including the Dunes, 3rd St. sidewalks and crossings, and the Ballfield to the Pond; with Appropriate Profile and Cross-Sections.
- Right-of-Way Pedestrian Access Improvement Plan, Profile and Cross-Sections
- Structural Plans, Details, and specifications for Wetland Boardwalk
- Signing and Interpretive Panel Location Plan
- Erosion Control Plan and Details
- Quantities, Units and Engineer's Estimate of Probable Construction Cost
- Technical Specifications
- Construction Contract Preparation, Bidding, and Award

The plans and specifications will be routed to the necessary agencies for review and approval. The City of Long Beach is responsible for all applications and permit fees.

Services Not Included

The following services are not included within the scope of work defined above:

- All application and permit fees (Owner to provide check for fees).

- Filling out County applications.
- Attending City planning meetings, except as specified in the Scope of Work.
- Construction documents except as specified in the Scope of work.
- Any survey boundary work such as lot line adjustments.
- Redesign due to requested changes including but not limited to changes to the trail alignment.
- Construction Quality Assurance Testing.
- Construction inspection or observation services, except as specified in the Scope of work.
- Stormwater Report.
- Structural design including retaining walls and pond pier to be provided by structural or geotechnical engineer (contracted directly with the Client), unless specified elsewhere in the scope of work.
- Lighting elements are designed by the others.
- Erosion control inspection.
- Landscape Architecture Design Plans, Specifications, and Construction Cost Estimate
- Construction Staking Services
- Record drawings/As-Builts

Any additional work not included in the scope of this proposal, which is added by the client or other approval agencies, will be charged at our standard hourly rates. No additional work will be initiated without the prior written approval of the client.

Deliverables

- Engineering Design Plans, Specifications, and Construction Cost Estimate to City

Schedule

Following a written "Notice to Proceed" (email is acceptable), our office can provide firm time estimates. In general, we will complete the project according to the schedule shown below:

TASK DESCRIPTION	START DATE	COMPLETION DATE
<i>1. Right of Way Research and Topographic Surveying</i>	Upon City acceptance of proposal and execution of Professional Services Agreement	Within 3 weeks
<i>2. Project Management and Coordination</i>	Upon City acceptance of proposal and execution of Professional Services Agreement	Project Completion
<i>3. Engineering Design, Plans, & Specifications</i>	Upon Completion of Topographic Survey	Within 10 weeks

The schedule outlined above is based on the following assumptions:

- 1) Pertinent information and documents necessary for the completion of our work is received in a timely manner.
- 2) That reviews and approvals will take place in a timely manner. Otak will not be liable for

delays in the project schedule due to extended or delayed agency or client review that is not within our control. Administrative authority approval may extend timelines.

- 3) That this proposal will be approved and returned to our office (by either mail or FAX) within 7 calendar days. The schedule is based on an assumed start date and the scope identified as of the date this proposal was prepared.

The schedule noted above is based strictly on our assumptions of the start date, current work load and our estimate of the time required to provide a quality product with adequate project coordination and agency input.

Fees

Otak proposes completing the above work on a Time and Materials basis for the amount of **\$33,051** to be invoiced monthly based on work completed. All in-house reimbursable costs such as copies, reproductions, facsimiles, etc., will be invoiced at three percent (3%) of the monthly labor costs and are included in the contract amount. Copies of direct expense vouchers are not provided with the invoices. Any outsourced expenses and subconsultant costs will be charged at cost plus ten percent (10%) and are in addition to the contract fees. Subconsultant costs will require your prior written authorization. The following fee summary provides the fees per task.

Task Description	Contract Fees
I. Right of Way Research and Topographic Surveying	\$ 3,162
II. Project Management and Coordination	\$ 2,584
III. Engineering Design, Plans, & Specifications	\$ 27,305
Proposed Fee Total	\$ 33,051

Conditions and Assumptions

Our scope of services and fees, as outlined herein, are based on the following assumptions and conditions:

1. Otak's anticipated involvement covers the specific scope of work described above, and does not cover items not specifically included, such as the following: Geotechnical reports; traffic studies; environmental studies (wetland delineations/natural resource assessment); arborist reports; street/site lighting; and private franchise utility design (to be designed by local provider).
2. Project will be designed and permitted for one (1) phase of construction.
3. No significant changes are made to the trail layout after we begin the design. Significant changes are assumed to be those requiring redrafting of the plans after design work has begun.
4. Otak will be entitled to rely on the accuracy and completeness of services and information furnished by others. Otak will provide prompt written notice to the Client if Otak becomes aware of any errors, omissions or inconsistencies in such services or information.

If this proposal is acceptable, please with the execution of a contract and/or purchase order for these services. On behalf of Otak, we look forward to working with you. Please call me at (503) 738-3425 if you have any questions.

Sincerely,
Otak, Inc.



Adam Dailey, P.E.
Senior Civil Engineer

Enclosure: City of Long Beach "Agreement for Professional Services"
Cc: Project Files



**CITY COUNCIL
AGENDA BILL**

AB 16-26

Meeting Date:

May 16, 2016

AGENDA ITEM INFORMATION

***SUBJECT: Waste Water
Interlocal Agreement
with City of Ilwaco***

Originator:

Mayor

City Council

City Administrator

DG

City Attorney

DG

City Clerk

City Engineer

Community Development Director

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

COST: n/a

Water/Wastewater Supervisor

Other:

SUMMARY STATEMENT: This Agreement authorizes the cities of Ilwaco and Long Beach to back each other up for Waste Water plant operations. The city has a similar agreement with Seaview Sewer district, and it has been used sparingly. This agreement formalizes a practice the cities currently honor.

RECOMMENDED ACTION: Approve the interlocal agreement.

INTERLOCAL AGREEMENT

FOR BACK-UP WASTEWATER TREATMENT PLANT OPERATION SERVICES

This Agreement, made and entered into this ____ day of _____, 2016, between the City of Ilwaco, a municipal corporation of the State of Washington, and the City of Long Beach, a municipal corporation of the State of Washington.

RECITALS

WHEREAS, by authority granted in RCW 39.34.010, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agents have the authority to perform, and

WHEREAS, Ilwaco and Long Beach desire to have the staff from each city available to provide a back-up wastewater treatment plant operator for when the operators for the other city are on vacation or unavailable, on an as-needed basis, and each city is agreeable to providing the other that service, if there is staff available, on the terms and conditions stated below. The city requesting services will be referred to herein as the "Requesting City" and the city providing the operator as the "Providing City"

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. OBLIGATIONS OF PROVIDING CITY

1. Provide a licensed wastewater treatment plant operator (Operator) for daily tasks when the other city's operator is unavailable.
2. The Providing City will provide worker's compensation and all the usual payroll taxes and deductions on behalf of its employee performing the services agreed herein.
3. Invoice the Requesting City monthly at the rate of \$35.00 per hour for any work performed by the Providing City.

II. OBLIGATIONS OF REQUESTING CITY

1. Except in emergencies, notify the Providing City at least one week in advance that a back-up operator is needed.
2. Provide all equipment and supplies needed, and provide all protocols and records necessary.
3. Pay the Providing City within 14 days of receipt of the invoice for services.

III. INDEMNITY

1. In providing the wastewater treatment plant operation services stipulated herein, the operator is acting as an agent of Requesting City and shall follow the standard treatment procedure for that city. Each Requesting City shall indemnify, protect

and hold harmless the Providing City, and the Operator, from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such works, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure. In case any such suit or action is brought against city providing the operator for damages arising out of or by reason of any of the above causes the Requesting City will, upon notice or commencement of such action, defend the same at its cost and expense and satisfy any judgment given in such action that is adverse to the Providing City and/or the Operator.

2. Long Beach will hold Ilwaco harmless for all workers compensation claims, or employment related claims, of Long Beach employees. Ilwaco will hold Long Beach harmless for all workers compensation claims, or employment related claims, of Ilwaco employees.
3. Each city is solely responsible for the financial management of its Wastewater treatment plant operation program, and will hold the other city and Operator harmless for any penalty imposed as a result of any financial or program audit.

IV. TERMINATION

This agreement is entered into on this _____ day of _____, 2016. It will terminate, if not sooner terminated by 60 days written notice from one party to the other, on December 31, 2021.

City of Ilwaco

City of Long Beach



Mayor

Mayor

TAB - B

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpdchief@centurytel.net

Phone 360-642-2911
Fax 360-642-5273

05-01-16

Page 1 of 2

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for April 2016

During the month of April the Long Beach Police Department handled the following cases and calls:

Long Beach

709 Total Incidents
Aid Call Assists: 23
Alarms: 9
Animal Complaints: 5
Assaults: 8
Assists: 86
(Includes 8 Law Enforcement Agency Assists Outside City Boundaries)
Burglaries: 2
Disturbance: 19
Drug Inv.: 3
Fire Call Assists: 2
Follow Up: 178
Found/Lost Property: 28
Harassment: 6
Malicious Mischief: 1
MIP – Alcohol: 0
MIP – Tobacco: 0
Missing/Found Persons: 1
Prowler: 4
Runaway: 0
Security Checks: 179
Suspicious: 13
Thefts: 11
Traffic Accidents: 8
Traffic Complaints: 18
Traffic Tickets: 14
Traffic Warnings: 64
Trespass: 4
Warrant Contacts: 11
Welfare Checks: 12

Ilwaco

458 Total Incidents
Aid Call Assists: 1
Alarms: 6
Animal Complaints: 0
Assaults: 4
Assists: 45
Burglaries: 1
Disturbance: 13
Drug Inv.: 3
Fire Call Assists: 0
Follow Up: 98
Found/Lost Property: 3
Harassment: 3
Malicious Mischief: 0
MIP – Alcohol: 0
MIP – Tobacco: 0
Missing/Found Persons: 0
Prowler: 0
Runaway: 0
Security Checks: 184
Suspicious: 17
Thefts: 6
Traffic Accidents: 1
Traffic Complaints: 9
Traffic Tickets: 7
Traffic Warnings: 41
Trespass: 1
Warrant Contacts: 13
Welfare Checks: 2

I met with Rosanne McPhail on April 5th. She is overseeing a Federal Grant for the county. The grant is for planning and then implementing the plan to reduce the number of mentally ill people in the jail, get mentally ill people in jail connected with services and to reduce recidivism of mentally ill in our jails. The idea is to get the mentally ill the help they need so they stay out of jails which may save money in the long term.

On April 13th Officer Tim Mortenson attended training. The class title was "Force Options" and was part of a "crises intervention training" course. The class is designed to provide training to officers to use appropriate force options when dealing with someone in mental health crises. This was a hands on course and dealt with strategies like isolating and containing, de-escalation tactics and less lethal options.

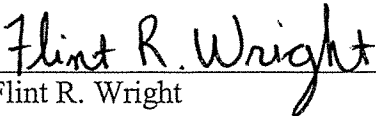
I attended training on the 15th. The class title was "Crises Intervention Training". The training dealt with dealing with persons in crises. Some of the topics covered included the reasons people become aggressive, how to communicate with the mentally ill, basic principles for approaching someone losing control and the principles of communicating with an angry person.

On the 19th Officer Rodney Nawn attended training. The class was titled "Street Gangs in the Northwest". The class dealt with street gangs that are active in the Puget Sound area. The class was given instruction about gang culture, identifying gang symbols, properly documenting gang activity in reports and officer safety issues as well as other related topics.

Officer Rodney Nawn attended training on the 25th and 26th. The class on the 25th was called "Drug Facilitated Sexual Assault". Some of the topics included identifying the drug most commonly used to facilitate sexual assault, identifying the challenges in the preliminary investigation and to recognize the indicators of drug facilitated sexual assault. The class on the 26th was called "Generation Death". It dealt with the history of teen murder and school shootings, trends and causes of shootings and warning signs, triggers and prevention.

The Ilwaco Children's Parade was held on April 30th. The weather was good and there was a good sized crowd. I had 4 officers working the parade and a volunteer flagger (thankyou Councilman Steven Linhart).

Also on the 30th the department participated in a "Prescription Drug Take Back Event". A little over 138 pounds of prescription medications were turned in for destruction. This event is sponsored by Well Spring Community Network.


Flint R. Wright
Chief of Police

2016 April Staff Report
Tourism & Events Department
City of Long Beach, WA.

Trolley:

- April 3rd (53 passengers)– first American Cruise Company tours.
- April 14th (37 passengers)– Cruise Ship Tour
- April 17th (63 passengers)
- April 28th (82 passengers) Cruise Ship Tour
- Advertising for Trolley Drivers
- Training Trolley Drivers – Tour Routes
- Scheduling the trolley for
- Getting the trolley cleaned for tours
- Marketing the trolley for Community use
- Took Mayor and Council on a tour in the trolley.

Long Beach Package Travel / Cruise Ships:

- Partnered with Washington Tourism Alliance to have Long Beach Package Travel information/photos on the thumb drive for IPW in New Orleans. \$75 advertising cost. Washington State will meet with 100 tour operators, receptive operators and media. This would be a great tradeshow for the Peninsula as a whole.
- Booked 4 groups for the month of April in Inn at the Arch, Rodeway, and Best Western.
- Social Media for Long Beach Package Travel.
- Corresponding with American Cruise Lines for Trolley payment for tours.
- Social Media Ad Campaign submission for Groups Today
- Booked 3 softball teams with group lodging. – June 2016
- Booked 3 groups for group lodging in Long Beach. April & June 2016
- Promoted Lewis & Clark Overnight to Oregon Lewis & Clark Trail Heritage Foundation. Explore More Programming.
- Working with Julie from the Franklin Car Club Tour's logistics coming in June 2016 – Chautauqua group Lodging.
- Booked 14 rooms for 2 nights for Columbia Basin College.
- Working with family reunion group for August.

Festivals & Events:

- All 4 WADOT Road Closure requests have been approved by the State. 1. Loyalty Days 2. Jr Surf N Saddles Rodeo 3. LB NPRA Rodeo 4. Jake's Birthday.
- Assisting with the logistics for Surf Perch Derby – May 2016
- Assisting with logistics for SandSations & Busking Lodging Partnership
- Assisting with logistics for Nami Walk – May 2016
- Assisting with logistics for Relay for Life – June 2016
- Assisted with logistics for Razor Clam Festival and Day of Stage needs. April 2016 (Keys)
- Assisted in the judging of the Loyalty Days Poster Contest & passing out Posters to the Businesses in Long Beach.
- Attended Loyalty Days meeting regarding logistics & weekend events
- Booking rooms for festival attendees and entertainment.
- Wrote Proclamation for Ben Franklin, Long Beach Visit.
- Working with Albany Parks and Recreation for Expresit App promotions
- Proclamations for Ben Franklin and Chinook Nation

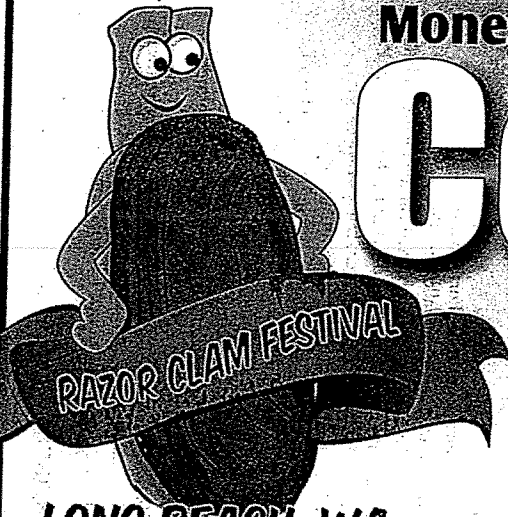
Marketing & Meetings:

- Site visit of Best Western and Inn at the Arch with Mayor and Council
- Attended (Co-Lead) the Long Beach Merchants Board Meeting
- Attended the Long Beach Peninsula Visitors Bureau Board
- Attended Ocean Park Area Chamber Meeting
- Assembled 375 Cruise Ship info bags for tours
- Registered for Risk Management Guidelines on Public Meeting and Use of Public Facilities training in Longview in May. Hosted by WCIA.
- Booking the Train Depot for groups & small events
- Booking the stage for events and gatherings
- Attended a GO TO Meeting with Holli Kemmer regarding Expresit App and working with the Festivals.

SummerFest:

- Rack Cards are at the printer for the 2016 Schedule of Events.
- Submitted ad for the Razor Clam Coupon Book to promote SummerFest (FREE) 5,000 went out through the newspaper and 4,000 went through publically during the event. 9,000 total printed. See attached ad.
- Social Media for SummerFest

- 65 Contracts and been written and submitted to performers/musicians for the 16 weeks of entertainment.
- Scheduling Bands for SummerFest & Receiving requests to perform by entertainers.
- Free Concert from Columbia Basin College in May.
- AAA phone interview & email correspondence regarding SummerFest Schedule of Events
- Promoting SummerFest via PSA on all Ohana Media Group stations.
- Promoted SummerFest via Chinook Observer and Coast weekend for events and entertainment.



Money Saving Coupons & Specials

Coupon Book

LONG BEACH, WA

April 9th & 10th, 2016

LONG BEACH RAZOR CLAM FESTIVAL COUPONS

2 FOR 1 SPECIAL

Stay 2 nights or more at our RV park, get the second night FREE. 2 clam cleaning rooms, full hook-ups, FREE Wi-Fi, Oceanfront

**Westgate
Cabins &
RV Park**

Excludes Cabins, Not valid Memorial Weekend

Limit 1 per coupon. Redeem at local business, address listed on back.

FREE HORSE DRAWN WAGON RIDES

along with music, contests and entertainment
courtesy of the City of Long Beach
Memorial Day weekend - Labor Day weekend



Limit 1 per coupon. Redeem at local business, address listed on back.

Reply all | Delete Junk |

FW: Ragan Myers

DG

David Glasson

4/29/2016

Ragan Myers; Jerry Phillips

Reply all |

Kudos!

From: Lori Beth Kulp [mailto:lori@lorstours.com]
Sent: Thursday, April 28, 2016 6:47 PM
To: David Glasson <dglasson@longbeachwa.gov>
Subject: Ragan Myers

Hi, David and Jerry

My name is Lori Beth Kulp, Owner of Lor's Tours in Warrenton, Oregon. I just wanted to let you know what an amazing job Ragan Myers does for the City of Long Beach and the peninsula. Her dedication to tourism and promoting the area is incredible. I have had the pleasure of working with Ragan for the last two years bringing guests to Cape Disappointment Lighthouse and you could not have found a better representative. I just wanted you to know she is continually promoting Long Beach and works hard at what she does. The passengers from American Cruise Lines are delighted with Ragan and the joy she brings to them when they arrive.

Please thank her for me.

Sincerely,

Lori Beth Kulp
Owner
Lor's Tours
503-791-2010

